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KINGMANKIDNEY

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STERI-SAFESM SERVICE A

Service Address
Kingman Kidney Clinic
4855 Rockwell Hill Rd
Suite #
Kingman, Az. 86403
(928) 892-8800 ext. **Fax: (928) 892-5525**
Attn: Manager **Title: Mgr**

Phone:
Address 1:
Address 2:
City/State/Zip:
E-Mail:
Phone:
Contact:

Billing Address (if different)

Suite #
Ext. **East ()**
Title:

The parties agree as follows:

1. The Effective date of this agreement is 11/2/2009.
2. Stericycle shall remove and dispose of Customer's Regulated Medical Waste (Hazardous Waste as applicable) subject to the terms and condition
3. Stericycle will provide additional compliance services for the prices applicable to the service program level Customer has selected below.

Services to be Provided*** Additional Waste Services**

STERI-SAFE
Steri-Safe Program Level: Essential
Payment Schedule: Billed Monthly at the rate of
\$5,700.00 (Per Month)

* Monthly payment schedule only available for selected programs with pickup frequency greater than 13 pickups per year.
Service Frequency: 104 (2 Weeks Weekly)

Additional Pick Up Charge: \$120.00
(For stops in addition to your regular schedule.)

Maximum Medical Waste Containers per Pickup: 18

Medical Waste Container Size: Large

Each Additional Container Charge: \$35.00

Category	Included Lw/SS	Trans. Charge
Dental Waste	<input type="checkbox"/> YES	
Pharm	<input type="checkbox"/> YES	
Chem/Path	<input type="checkbox"/> YES	

Medical Waste Container Size
Each Additional Container Charge: \$35.00
*** Not available in all areas.**

By signing below, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer. Customer agrees to be bound by the terms and conditions that appear on the following pages hereof and comply with Stericycle's terms, each of which are integral parts of this Agreement.

CUSTOMER: Arita Manuel **PLEASE PRINT: Arita Manuel Title: Chief Tech**

STERICYCLE: X **PLEASE PRINT: Kate Sandrine Title: Corporate Sales Mgr**

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the customer for all purposes relating to this Agreement. I warrant to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled and seek all available legal remedies, including but not limited to liquidated damages, in the event of a breach of this Agreement.

STERICYCLE USE ONLY

Type of Agreement: New **Term of agreement:** 36 Months

Tax Exempt: ☐ YES ☐ NO **If YES, ID#** _____ (copy must accompany paperwork)

Purchase Order (if applicable): # _____ **From** ____/____/____ **to** ____/____/____

Segment Code: E **Affiliation Code:** _____

Routing Information (Operations Department):

Med Waste Container Code: _____ **Qty:** _____ **Special Waste Container Code:** _____ **RV:** _____ **Name (other):** _____

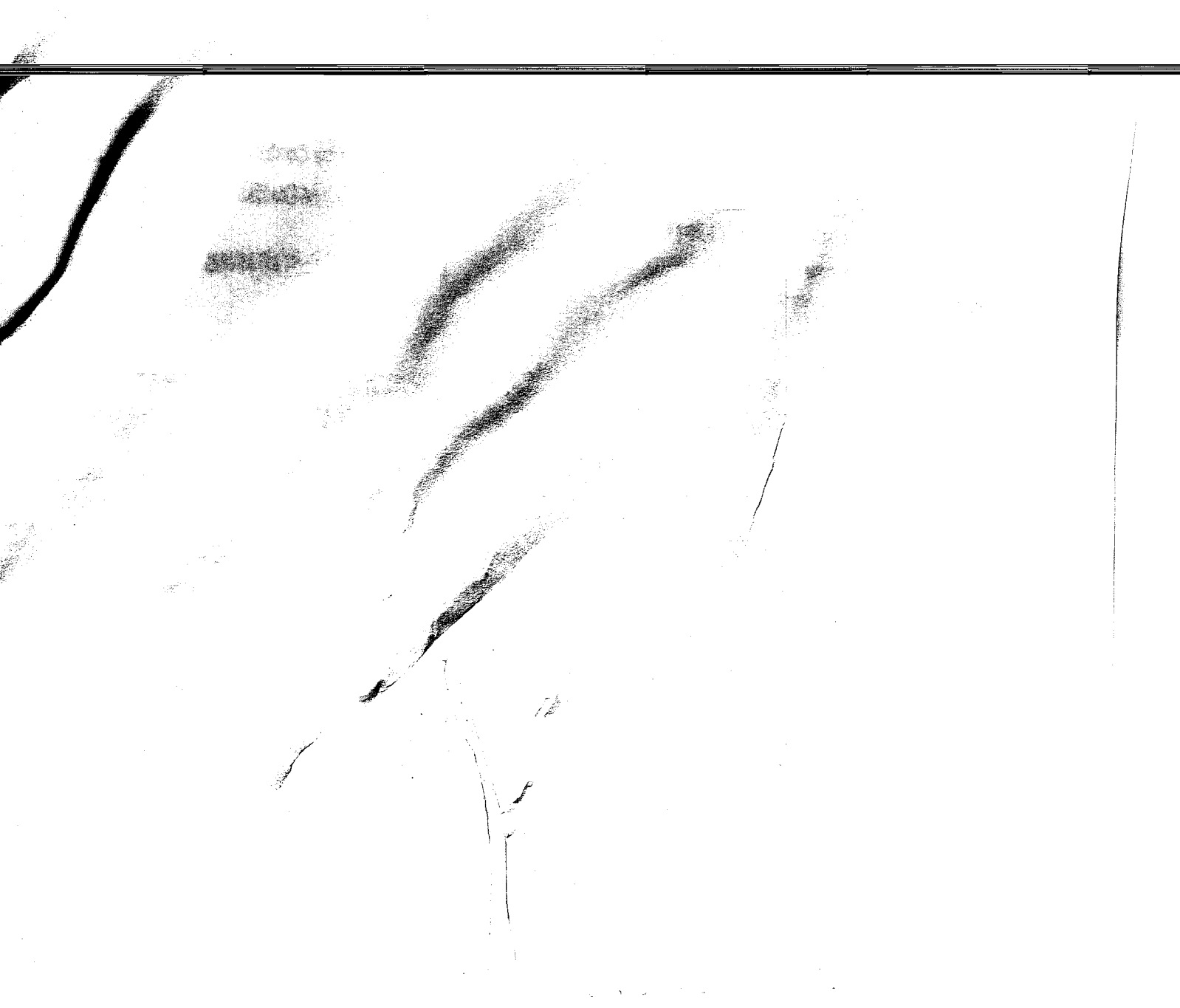
Service Area: _____ **Route #:** _____ **Container Setup Date:** ____/____/____ **First Pickup Date (Cycle Begin Date):** ____/____/____

Day of Service: ☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri **Service Hours:** _____

Routing Commence: _____

Stericycle, Inc. • www.stericycle.com • 22101 N. 16th Ave. Phoenix, AZ 85025 • P (602) 942-9429 • F (602) 942-6555
 The Offer Expires on: 11/21/09

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Stericycle packaging complies with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for packaging your regulated waste for collection, transportation and treatment. Additional labeling or state-specific waste management policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 882-7422.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes infectious diseases, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulation, this excludes all hazardous waste pharmaceuticals, all DEA scheduled drugs including "controlled substances," blood, therapeutic, waste containing mercury, other heavy metals, batteries of any type, containers, non-infectious dental waste, chemicals such as solvents, reagents, chemicals or ignitable materials classified as hazardous waste under federal and state EPA Regulations. In addition, Stericycle cannot accept bulk liquid, radioactive materials, or complete human remains. Stericycle cannot accept those excluded and excluded materials regulated as medical waste. Segregation, packaging and labeling requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be subject to certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

*Un-sterilized from DEA Regulation

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require 49 CFR 173.167 that all packages of regulated medical waste be prepared to be shipped in containers meeting the following requirements: (1) must be leak resistant; (2) must be capable of withstanding strength to prevent tearing or bursting under normal conditions of use and handling; (3) sealed to prevent leakage during transport; and (4) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (see 49 CFR 172.202).

MANAGEMENT OF NON-CONTAMINATING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-contaminating because of their contents or are improperly packaged, labeled, damaged or likely to create a risk of exposure to employees or the general public. Any non-contaminating waste identified in route to or at a Stericycle location may be returned to the generator for proper packaging or disposal. Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

ACCEPTED REGULATED MEDICAL WASTE

- **Sharps** - Major: Any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation, and also capable of cutting or penetrating skin or a packaging material. Sharps include needles, syringes, scalpels, broken glass, rubber tubes, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- **Regulated Medical Waste or Clinical Waste or Biohazardous Waste** - Matters a waste or residue generated from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- **Toxic Chemotherapy (Cytotoxic) Waste** - FDA Empty drug vials, syringes and needles, spill kits, labeling and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations, or guidelines.
- **Pathological Waste** - Human or animal body parts, organs, tissues and surgical specimens discarded or discarded, frozen or other preservation is required for hazardous waste rules.
- **Non-DEA Pharmaceuticals** - Must be characterized and certified as non-DEA hazardous material by the generator. (Excludes all DEA scheduled drugs, including controlled substances).
- **California Only** - Solidified Surgical Containers - Surgical containers that have been exposed with solidified materials to control liquids or infection control matter of high-level resistant agents such as polyps.

REGULATED MEDICAL WASTE NOT ACCEPTED AT FACILITY

- **Disinfected Category A Infectious Substances**
- **DEA Hazardous Pharmaceutical Waste and all DEA controlled drugs, including controlled substances**
- **Chemicals** - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, base developer
- **Hazardous Waste** - Bioreactor or other containers with a hazard warning symbol, tumors and other heavy metals
- **Radioactive Waste** - Any container with a radioactivity level that exceeds regulatory or permitted limits, including nuclear materials
- **Complete Human Remains**
- **Bulk Chemotherapy Waste**
- **Contaminated Gas Cylinders, Cassettes, Inhalers, and Aerosol Cans**
- **Any Mercury Containing Material or Devices** - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- **Mercury-Containing Dental Waste** - Non-sterile and contact amalgam and products, therapeutic, amalgam sludge or residual pump down, extracted teeth with mercury fillings and empty amalgam capsules

*Contact Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation policies may be subject to certain geographical locations, state specific contact. Please refer to your local Stericycle Representative for relevant information and policies for possible hazardous waste handling for additional information on container and labeling requirements (contact your Stericycle Customer Service Representative at (866) 882-7422).

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management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Stericycle indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation included in the Preferred Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, employees or agents of Stericycle to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Program.

7. **Compliance Materials** To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial purposes, Customer may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges that it causes to Stericycle by its violation of the foregoing terms as well as the difficulty in calculating economic damage resulting therefrom and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to return Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term.

8. **Compliance with Laws** Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation insurance required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance of the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges and advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer's desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain all records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and other documentation consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

9. **Exclusivity** Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement.

10. **Excuse of Performance** Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or institution (whether now existing or hereafter created).

11. **Independent Contractor** Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and not an employee, agent or partner of or a joint venture with Customer.

12. **Amendment and Waiver** Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by both parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

13. **Savings Clause** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

14. **Entire Agreement** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) shall constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not be unreasonably withheld.

15. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of laws or rules of any jurisdiction.

16. **Notices** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the addresses set forth above.

17. **Originals** A copy or facsimile of this Agreement shall be as effective as an original.

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STERILESAFE™ TERMS AND CONDITIONS

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1. Regulated Medical Waste Services (a) Upon the terms and conditions contained herein, Stericycle, Inc. shall collect, transport of all Regulated Medical Waste (except Non-conforming Waste) generated by Customer during the term of this Agreement. Stericycle shall refuse containers that are determined to be Non-conforming Waste. (b) Responsibility for transportation of Regulated Medical Waste shall transfer and vest in Stericycle at the time it is loaded into Stericycle's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to it for proper disposal after collection. (c) All Regulated Medical Waste must be accompanied by a properly completed shipping document (49 CFR 172.202 (Manifest)). (d) For purposes of this agreement, "Regulated Medical Waste" means: (i) waste or reusable material from treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes production of biological products, Regulated medical waste is assigned to UN 3291, except for regulated medical waste containing Category A infectious substances, which must be classified as Division 6.2 material described as an infectious substance and assigned to UN 2814 or UN 2900. No Category A materials may be discarded in the regulated medical waste container; (49 CFR 173.134); (ii) As defined in 29 CFR 1910.106, other applicable laws, rules, regulations and guidelines; and (iii) trace chemotherapy discarded items which may have been contained in such items, including vials and syringes, shall be "empty" as defined in applicable laws, regulations and guidelines. (e) For the purposes of this agreement, "Non-Conforming Waste" means: (i) any waste or other material not falling within the definition of Regulated Medical Waste; (ii) includes complete human remains; (iii) radioactive wastes; (iv) any listed or characteristic hazardous wastes, chemotherapeutic substances as defined in any applicable laws, regulations and guidelines; (v) pharmaceutical waste (except as allowed under Stericycle's acceptance policy); (vi) any device, solution or waste containing mercury including dental wastes (amalgam and products, chairside sludge or vacuum pumps); (vii) improperly segregated, labeled or packaged waste, including sharps not in designated sharp containers that are leaking, damaged or likely to create risk of exposure to employees or the general public; and (viii) any other material which Stericycle cannot collect, transport, treat or dispose in accordance with applicable laws, regulations or guidelines. Customer shall be liable for all injury or damages that result from any Non-conforming Waste, due to packaging or contents, being collected, transported, treated or disposed. For further clarification see Stericycle's current Waste Acceptance Policy, which is attached hereto and is incorporated herein by reference. Stericycle's Waste Acceptance Policy may be obtained from your local Stericycle representative.

2. Term and Pricing Subject to the provisions below, the term ("Term") of this Agreement shall be Thirty-Six (36) months from the date of execution of this Agreement. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless a party gives sixty (60) days notice, in writing, during the six (6) month period prior to the renewal date of its desire to terminate this agreement. Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, or residue disposal costs escalation. Stericycle may charge Customer a fee to cover its administrative costs in the event that Customer changes requirements or program level during the Term or Extension Term. Stericycle may change the price of any of its goods or services at any time without notice to Customer. (c) In the event Customer terminates this Agreement prior to expiration of the Term or Extension Term, or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes liquidated damages and not a penalty) equal to fifty percent of the Customer's average monthly charge multiplied by the number of any partial months, remaining until the expiration date of the then current term hereof. (d) Stericycle shall have the right to terminate at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.

3. Billing Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 1/2% per month or the maximum rate allowed by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, attorneys' fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue charges and collection fees are paid. In the event that Stericycle suspends services under this Agreement for any reason, including non-payment of this Agreement or Customer's breach (see 2(c), above), Stericycle may remove all containers belonging to it from Customer's premises. Any non-compliant containers will be billed an additional container charge at the current container rate (\$25.00) at Stericycle's discretion. Non-compliant containers are those that are overweight under applicable laws or regulations or in excess of 60 pounds or containers holding Non-Conforming Waste, (i.e., radioactive waste or improperly packaged or labeled medical waste.)

4. Surcharges Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location on a scheduled pick-up or in response to a Customer request and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste at the Customer location for pick-up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly in excess of the volume for similar generators shall be subject to a surcharge at the current surcharge container rate (\$25.00) at Stericycle's discretion. Stericycle may impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer's waste of several generators under one site.

5. Liability for Equipment Customer shall have the care, custody and control of containers and other equipment owned by Stericycle located at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, shall be charged to Customer at full replacement value.

6. Indemnification (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from and against any and all liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful claim against the other.